

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **GM4049**Due Date: **03/02/04 at 3:00 P.M.**

Date Sent: February 9, 2004

Goods and services to be

**MULTI-STEP BID FOR AN ELECTRONIC DOCUMENT STORAGE AND MANAGEMENT SYSTEM FOR
 THE UTAH DEPARTMENT OF CORRECTIONS**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: GM4049

Due Date: 03/02/04

Vendor Name:

DESCRIPTION

THE PURPOSE OF THIS MULTI-STEP BID PROCESS IS TO ENTER INTO A CONTRACT WITH A QUALIFIED FIRM TO PROVIDE AN ELECTRONIC DOCUMENT STORAGE AND MANAGEMENT SYSTEM. IT IS ANTICIPATED THAT THIS BID MAY RESULT IN A CONTRACT AWARD TO EITHER A SINGLE CONTRACTOR OR MULTIPLE CONTRACTORS BASED ON THE FINDINGS OF THIS BID. PRICE WILL BE EVALUATED INDEPENDENTLY FROM THE TECHNICAL BID. ONLY THOSE FIRMS WHO HAVE BEEN DETERMINED AS "ACCEPTABLE" DURING THE TECHNICAL EVALUATION (STEP ONE) WILL PROCEED TO THE PRICE EVALUATION (STEP TWO). THE REQUIREMENTS ARE ATTACHED.

ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND MAY BE SUBMITTED TO MART GARDNER VIA E-MAIL AT: (martg@utah.gov) OR GLEN WALKER (gwalker@utah.gov). QUESTIONS ARE DUE BY 5:00 P.M. ON FEBRUARY 18, 2004. QUESTIONS RECEIVED AFTER THAT DATE MAY NOT BE ANSWERED. ANSWERS WILL BE GIVEN VIA AN ADDENDUM POSTED ON THE DIVISION OF PURCHASING WEBSITE.

SUBMIT ONE ORIGINAL AND SIX COPIES OF YOUR TECHNICAL BID TO THE STATE OF UTAH DIVISION OF PURCHASING. THE STATE HAS THE RIGHT TO REPRODUCE ONE COPY FOR EACH MEMBER OF THE EVALUATION COMMITTEE. TWO COPIES OF THE PRICE BID (SUBMITTED IN A SEPARATE ENVELOPE MARKED "**PRICE BID**") MUST BE RECEIVED AT THE STATE OF UTAH DIVISION OF PURCHASING, 3150 STATE OFFICE BUILDING, CAPITOL HILL, SALT LAKE CITY, UTAH 84114, PRIOR TO THE CLOSING DATE AND TIME.

THE CONTRACT RESULTING FROM THIS BID WILL BE FOR A PERIOD OF 3 YEARS. THE PROJECT COMPLETION REQUIREMENT IS SIX (6) MONTHS AFTER EXECUTION OF THE CONTRACT. THE REMAINING INITIAL CONTRACT TIME-PERIOD IS TO COVER SOFTWARE MAINTENANCE. UDC WILL PAY SOFTWARE MAINTENANCE ON AN ANNUAL BASIS AND MAINTENANCE CHARGES FOR YEARS TWO AND THREE ARE TO BE INVOICED IN THOSE RESPECTIVE YEARS. THE CONTRACT WILL BE ELIGIBLE FOR ANNUAL EXTENSION BEYOND THE ORIGINAL CONTRACT PERIOD FOR UP TO SEVEN (7) ADDITIONAL YEARS TO COVER SOFTWARE MAINTENANCE, AT THE STATE'S DISCRETION AND BY MUTUAL AGREEMENT.

REFERENCE RX: 410 43000000003

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to

consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

(Revision 14 Mar 2003 - IFB Instructions)

State of Utah Department of Corrections



**Multi-Step
Invitation to Bid:
Solicitation #GM4049**

Electronic Document Storage and Management System

February 2004

Multi-Step Bid
Electronic Document Storage and Management System
Solicitation # GM4049

PURPOSE OF MULTI-STEP BID PROCESS

The purpose of this multi-step bid process is to enter into a contract with a qualified firm to provide an electronic document storage and management system. It is anticipated that this bid may result in a contract award to either a single contractor or multiple contractors based on the findings of this bid.

This document is designed to provide interested bidders with sufficient basic information to submit both a technical bid and a price bid meeting minimum requirements, but is not intended to limit a technical bid's content or exclude any relevant or essential data. Bidders are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement. Under this multi-step sealed bid procurement, price bids will be considered only in the second phase and only from those bidders whose unpriiced technical bids are found acceptable in the first phase.

BACKGROUND

The Department of Corrections has a legacy electronic document imaging system. It is an optical system with over one million tiff images. The hardware is outdated; parts are no longer available for most of the equipment. The Department's idea is to replace the legacy system with online document storage and management system. In this way, more areas within the Department will benefit. Other areas are using a Novell GroupWise document storage system, which will need to be incorporated into the new system.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Department of Corrections. The reference number for the transaction is Solicitation #GM4049. This number must be referred to on all bids, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR BID

Submit one original and six copies of your technical bid to the State of Utah Division of Purchasing. The State has the right to reproduce one copy for each member of the evaluation committee. Two copies of the price bid (submitted in a separate envelope marked **"Price Bid" with company name and solicitation number**) must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Bids received after the deadline will be late and ineligible for consideration.

LENGTH OF CONTRACT

The Contract resulting from this bid will be for a period of 3 years. The project completion requirement is six (6) months after execution of the contract. The remaining initial contract time-period is to cover software maintenance. UDC will pay software maintenance on an annual basis and maintenance charges for years two and three are to be invoiced in those respective years.

The contract will be eligible for annual extension beyond the original contract period for up to seven (7) additional years to cover software maintenance, at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for 6 months. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this bid will include the State/s standard terms and conditions. These may be accessed at <http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

QUESTIONS

All questions must be submitted in writing and may be submitted to Mart Gardner via email at: (martg@utah.gov) or Glen Walker (gwalker@utah.gov). Questions are due by 5:00 p.m. on Feb. 18, 2004. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

PRE-BID CONFERENCE

There is no pre-bid conference scheduled for this solicitation.

DISCUSSIONS WITH BIDDERS

A discussion with a bidder to clarify their technical bid may be required at the sole discretion of the State. However, the State may award a contract based on the initial technical bid received without discussion with the Bidder. If discussions are required, they will be scheduled after the submission of technical bids. If bidders are required to meet with the evaluation committee, any expenses incurred by the bidder will be at the bidders expense.

PROPRIETARY INFORMATION

After award, all bids become public information. Proprietary information can be protected under

limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire bid may not be marked as proprietary. Bidders must clearly identify in the Executive Summary and mark in the body of the bid any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Bids may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

DETAILED SCOPE OF WORK

Install an Electronic Document storage and management system, in the state's computer network. The installation will be at the Department of Corrections' administration building, located at: 14717 South Minuteman Drive, Draper, Utah.

The Department has over one million tiff images and hundreds of other types of documents that need to be stored electronically with online access and management. This system needs to be able to track and produce an audit trail, control access to all parts of the files. The ability to remove expired documents based on time and other records management processing is not a required feature, but will be taken into consideration.

Security is a big factor when storing documents in a prison system. Therefore, the heightened concerns of the prison environment must be addressed.

At this time, Corrections has no known HIPAA requirements. However, the possibility of future requirements is a concern to Corrections. Therefore, we would like to know what measures the Electronic Document Management System's developer is taking to ensure that they can meet HIPAA and/or other document management requirements.

The vendor will supply two types of training, one for the IT staff on how to setup and maintain the new system, including DBA and administration needs. The other class or classes will focus on training staff as super-users. Any published material or handouts used in conjunction with either class must be available for reproduction by the state at no additional cost. The training material and handouts are for future classes taught by the super-users and/or state training staff.

The vendor for onsite training may use the Department's training room, equipped with 18 computers.

TECHNICAL REQUIREMENTS AND COMPANY QUALIFICATIONS

Install all hardware and software needed to store and manage the Department's network accessible documents. Based on the following:

1. Hardware:

Protocol: -----TCP/IP

Speed: -----1Gi fiber I/O (preferred) or 100 Mg fiber or copper

Server:-----Novell (preferred), HP/UX, or Microsoft NT 2003

Intel Box: -----Novell or NT OS, HP/Compaq Rack mount
UNIX Box: -----HPUX OS, HP/Compaq mid-size
CPU-----1Gi or faster (preferred)

2. Software:

Server:-----Novell Netware 6.5 or newer
-----HPUX
-----NT 2003
Compliant -----Base line support for the following:
-----Microsoft Office 2000 and higher
-----Novell Netware Networks
-----GroupWise 6.5 or higher
-----Microsoft IE 5.x and higher
-----Windows 98/2ed and Windows XP Professional or higher
Database-----SQL (preferred), Novell or Microsoft

3. Users: (This is only a guideline based on the Department's estimated needs. Include any price breaks based on volume of sales.)

Read & Print-----Low	250(Concurrent),	or 500 (Named)
-----High	500 (Concurrent),	or 1,600 (Named)
Full Rights -----Low	46 (Concurrent),	or 250 (Named)
-----High	140 (Concurrent),	or 650 (Named)
Administrative ----Low	2 (Concurrent),	or 5 (Named)
-----High	8 (Concurrent),	or 15 (Named)
Web Access-----Low	100 (Concurrent)	
-----High	1200 (Concurrent)	

Electronic Document Storage and Management system requirements

1st] Technician definable end user interface

2nd] Search ability:

- a] Full text search
- b] Image search
- c] Common search for all documents types
- d] Index
 - 1] Both required and
 - 2] non-required

3rd] Built-in file viewer

- a] Independent of originating software

4th] File compression

- a] Not proprietary to any one software

5th] File activity auditing

- a] Ability to check files or documents in and out based on use

6th] File history

- a] Track all activities on files and documents

- 7th] File version control
 - a] Lock the original file, permitting tracking of file versions
- 8th] File aging
 - a] Remove files at preset life spans
- 9th] Notification on file activity
 - a] Ability to email when files are opened, changed, or saved
- 10th] Interface with Novell's GroupWise email system
- 11th] Post-its style comments
 - a] Ability to attach comments to a locked file
- 12th] Files are saved in their native format
 - a] Not including file compression
- 13th] Application plug-ins
 - a] Applications such as Microsoft Office will host an icon within the application to store documents into the management system, or some like ability.
- 14th] File redaction
 - a] Ability to do both permanent and password controlled redaction.
- 15th] Manuals
 - a] At least two copies of all manuals in hard and soft format preferred
 - 1] Softcopies with all rights to reproduce for state Employees
 - b] If softcopies are not available
 - 1] One hardcopy for each full use license to a maximum of ten copies
 - 2] Three technological copies
 - One for the DBA, and
 - Two for System Administrators
 - c] If no hardcopies are available then two master softcopies with full rights to reproduce as needed for state use
- 16th] Scanning
 - a] Batch scanning ability
 - b] Single copy scanning ability
 - c] Hardware
 - 1] Compatible with most systems from the small single hand laid copiers to the larger batch loaded systems.

Existing and/or Legacy Systems

The Department has a legacy optical document storage system with a large number of stored .tiff files. These files must be converted and/or imported into the new system. Include your estimated cost for such work as a separate part of the bid.

Note: Only information based on the Department's legacy optical document storage system will be given out. Any questions regarding this bid will not be honored.

Definition of terms: (Used in this document)

User/s	The Department of Corrections as the buyer
Technician/s	State IT staff working to install or maintain the system
End User/s	Department employee that will be using the system
R/O User/s	Anyone needing to read and/or print only from stored data

I/O	In put and/or output device
R/O	Read & print
Post-its	Referring to adding a comment or note to a file with out changing the original file
DBA	Database Administrator (Part of the IT team)
Super Users	A group of users assigned to train and help other end users with the ongoing use of the document system
Online	Available in any format and accessed by computers including the Internet

PROPOSAL RESPONSE FORMAT

All technical bids must be organized and tabbed with labels for the following headings:

1. **Bid Form;** The State/s Invitation to Bid form completed and signed.
2. **Executive Summary;** consisting of one or two pages briefly describing the technical bid. This summary should highlight the major features of the technical bid. It must indicate any requirements witch the bidder is unable to meet or comply too. The reader should be able to determine the essence of the technical bid by reading the executive summary. Identify any proprietary information requests in this section.
3. **Detailed Response;** This section should constitute the major portion of the technical bid and must contain at least the following information:
 - 1) Include a complete narrative of the bidder's assessment of the work to be performed, the bidder/s ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the bidder's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - 2) A specific point-by-point response, in the order listed, to each requirement in the technical bid.
4. **Price Bid.** Price will be evaluated independently from the technical bid. Only those firms who have been determined as "acceptable" during the technical evaluation (step one) will proceed to the price evaluation (step two). Please enumerate all costs on the attached Price Bid Form. Award will be made to the lowest bid from the firms determined to have submitted a technically acceptable bid.

FORMAL BID FORM:

Vendor's Name: _____

Company's Name: _____

Product Name: _____

1) Provide all pricing for an Electronic Document Storage and Management System as described in the Section "TECHNICAL REQUIREMENTS AND COMPANY QUALIFICATIONS," including both hardware and software. Bid pricing also needs to include the cost of importing legacy system data as described in section "Existing and/or Legacy Systems." This price must also include the first year of maintenance and support fees. Attach additional pages as needed with detailed breakdown of cost.

- a. Total cost of Software \$ _____
- b. Total cost of Hardware \$ _____
- c. Total cost of First year of Maintenance \$ _____
- d. Total cost of Training \$ _____
- e. Total cost of importing Legacy Data \$ _____

Grand Total of Bid \$ _____

2) Provide pricing for maintenance and support fees for the second through fifth year of product ownership. If the annual maintenance charge consists of multiple fees such as server, workstation, application, etc., specify in detail the breakdown for each maintenance charge as an attached page to this Formal Bid Form.

- a. Maintenance and Support Fees for year two \$ _____
- b. Maintenance and Support Fees for year three \$ _____
- c. Maintenance and Support Fees for year four \$ _____
- d. Maintenance and Support Fees for year five \$ _____

3) List the name, job title and hourly rate for any proposed consultants, installers, or trainers: Attach additional pages if needed.

- a. Name: _____ Title: _____ \$ _____ / hour
- b. Name: _____ Title: _____ \$ _____ / hour
- c. Name: _____ Title: _____ \$ _____ / hour

NOTE: This bid maybe awarded in full or in part. The State of Utah Department of Corrections retains the right to award this bid to more than one vendor if doing so is within the best interest of the state.

ELECTRONIC DOCUMENT STORAGE AND MANAGEMENT SYSTEM BID # GM4049

Multi-Step Bid Technical Evaluation Score sheet

Evaluator: _____ **Phone:** _____ **Date:** _____

Vendor's Name: _____ **Company's Name:** _____

Product Name: _____

	Unacceptable	Potentially Acceptable	Acceptable	Evaluator Notes
1. Demonstrated Ability to meet scope of work				
2. Demonstrated Technical Capability				
3. Qualification and Expertise of Department Staff				
4. Technical Definable end-user interface				
5. Search ability				
6. Built-in viewer				
7. File Compression				
8. File Activity Auditing				
9. File History				
10. File Version Control				
11. File Aging				
12. Notification on File Activity				
13. Interface with Novell's GroupWise email system				
14. Post-its Style Comments				
15. Files Saved in Native Format				
16. Application Plug-ins for Microsoft, Novell, and others				
17. File Redaction				
18. Manuals, both technical and User based				
19. Scanning, both batch and single copy				
20. Scope of Services				
21. Examples of Past work				
Total Marks				

TECHNICAL BID EVALUATION CRITERIA

As a committee evaluation member, you must evaluate each bid and score each criterion as either:

- **Acceptable** – Criterion met.
- **Potentially Acceptable** – Clarification from bidder is required to determine if the criterion has been met; or evaluators believe that the bidder has the capability to meet the criterion by modifying their technical bid.
- **Unacceptable** – Criterion not met, nor is the bidder capable of meeting the criteria.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 1. Nonperformance of contractual requirements;
 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
 1. Exercise any remedy provided by law;
 2. Terminate this contract and any related contracts or portions thereof;
 3. Impose liquidated damages, if liquidated damages are listed in the contract;
 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
 1. State Standard Terms and Conditions;
 2. State Special Terms and Conditions;
 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)